

**Bhubaneswar Development Authority**

AKASH SHOVA BUILDING, PANDIT JAWAHARLAL NEHRU MARG

BHUBANESWAR- 751 001, ODISHA

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Ref. No. :


No. 33180
/BDA
ALMTV-2022/13Date. 15.09.2022**CORRIGENDUM**

Sub: Modification of conditions of eligibility for allotment of the Plot measuring 2.438 Acres at Dumuduma, Bhubaneswar

Ref: Notice No-30994, Dt.24.08.2022 & Corrigendum No-32316, dt.08.09.2022.

In partial modification in the scheme Brochure uploaded in the office website of the Bhubaneswar Development Authority www.bda.gov.in for allotment of the Plot measuring 2.438 Acres at Dumuduma, Bhubaneswar, it is now declared that valid trade license as required as per Clause-3.1 shall no longer be mandatory.

All other elements and the terms and conditions as prescribed the concerned Notice No-30994, dt.24.08.2022 and Corrigendum No-32316, dt.08.09.2022 as well as the scheme brochure published remain unchanged.


Secretary, BDA
15/9/22



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Ref. No. :

No. 33181 /BDA., Bhubaneswar,
ALMT-V-190/21

Dated. 15.09 2022.

CORRIGENDUM

Sub: Modification of the Provisions of the Brochure for allotment of Flats at the Daya Enclave (K9B), Plot No. -1034 (Pt), Khata No. 683/1, Mauza Bhagabanpur

Ref: Notice No. 28087, Dt.22.07.2022& 31505, Dt.30.08.2022, 32317, Dt. 08.09.2022)

Scheme Brochure of the Daya Enclave (K9B) Plot No.-1046 (Pt), Khata No.-683/1, Mauza- Bhagabanpur was published in the off website of the Bhubaneswar Development Authority i.e www.bda.gov.in in connection with the Notice No.-28087, dt. 22.07.2022 & the corrigendum's issues vide notice no. 31505, Dt.30.08.2022 & 32317, Dt. 08.09.2022. However, it has been felt that there needs be public clarity on certain terms and conditions of the Scheme. Therefore, in consideration of the present scenario and to make scheme aligned with the provisions of The Real Estate (Regulation and Development) Act 2016, the following changes are brought into the scheme brochure which shall be treated as integral part of the published scheme brochure.

Sl. No	Reference Clause No.	Existing Provisions	Revised Provisions
1	Sl. No. 03 of Note (Page No. 03)	The final price of the flats is subject to escalation in the cost of construction of the project due to <i>force-majeure</i> or any other additional cost incurred due to any unforeseen events. In the event of such escalation the differential amount shall be paid by the allottee before delivery of possession of the flat.	The final price is escalation-free. However, on account of increase in development charges payable to the competent authority and/or any other increase in charges levied or imposed by the competent authority from time to time as allowed under the Real Estate (Regulation and Development) Act, 2016, the Allottee shall have to pay such incremental value.
2	Sl. No. 05 of Note (Page No. 04)	In the event of any delay in transfer of possession of the flat caused delay in construction, the interest accrued from the deposit made by the allottee shall not be payable to the allottee.	In the event, the BDA fails to give possession of the flat by the specified period, interest shall be paid by the BDA for every month of delay, till the handing over of the possession, at such rate as may be prescribed in the Real Estate (Regulation & Development) Act.
3	Sl. No. 06 of Note (Page No. 04)	The intending applicants are free to visit the site for self assessment of the flats, location advantages of the project and associated amenities. After delivery of the asset, no claim regarding the quality of construction and amenities shall be entertained.	The intending applicants are free to visit the site for self assessment of the flats, location advantages of the project and associated amenities. In case any structural defect or any other defect that might be solely attributable to poor workmanship during construction or lack of services on the part of the BDA is brought to the notice of the BDA within a period of five years by the allottee from the date of taking over possession, the BDA shall rectify within thirty days without any further charge.

Sl. No	Reference Clause No.	Existing Provisions	Revised Provisions
4	Sl. No. 07 of Note (Page No. 04)	In the event of the provisional allottee being unable in remitting the balance price of the flats within the prescribed period i.e 90 days from the date of provisional allotment, the provisional allottee may, fifteen days prior to expiry of such period, apply in writing for grant of an extension in addition to the aforementioned 90 days. The Vice Chairman, BDA in consideration of the application may grant an extension of 90 days and in the event of such extension the provisional allottee shall be required to deposit interest @ <u>12% (Twelve percent) per annum on the balance price</u> to the BDA for the period of default. However, failure on the part of the provisional allottee in depositing the balance price and the interest applicable by the end of the prescribed or the extended period, as the case may be, the provisional allotment shall be cancelled without the requirement of any further intimation/notice to the provisional allottee. In the event of such cancellation, a sum of money equal to one tenth of the disposal price or one fifth of the total deposits made by the provisional allottee till day of such cancellation, whichever is higher shall be forfeited and the rest amount shall be refunded without any interest.	In the event of the provisional allottee being unable in remitting the balance price of the flats within the prescribed period i.e 90 days from the date of provisional allotment, the provisional allottee may, fifteen days prior to expiry of such period, apply in writing for grant of an extension in addition to the aforementioned 90 days. The Vice Chairman, BDA in consideration of the application may grant an extension of 90 days and in the event of such extension the provisional allottee shall be required to deposit interest <u>in line with RERA rules (i.e. State Bank of India highest Marginal Cost of Lending Rate plus two per cent)</u> on the balance price to the BDA for the period of default. However, failure on the part of the provisional allottee in depositing the balance price and the interest applicable by the end of the prescribed or the extended period, as the case may be, the provisional allotment shall be cancelled on grounds of the allottee being a defaulter for non-adherence to the payment plan cited in the scheme brochure in consonance with the Rule 9 of the ORERA Rules.
5	Sl. No. 02 of Execution & Registration of Lease Deed (Page No. 06)	In the case of failure on the part of the allottee to submit the registered <u>lease agreement</u> within ninety days as mentioned in the foregoing paragraph, action for cancellation of the proposed allotment shall ordinarily be taken by the Bhubaneswar Development Authority.	In the case of failure on the part of the allottee to submit the registered <u>lease deed</u> within ninety days as mentioned in the foregoing paragraph, action for cancellation of the proposed allotment shall ordinarily be taken by the Bhubaneswar Development Authority.
6	Sl. No. 09 of Conditions of Allotment (Page No. 09)	Paying the holding tax/ground rent and any other taxes as applicable to the concerned agencies and authorities within the specified time shall solely be the responsibility of the allottee.	The allottee shall be liable to make payment, at the rate specified by the concerned agencies/authorities, the municipal taxes, water and electricity charges, maintenance charges, ground rent & Cess, and other charges, if any.
7	1 st Para of Force Majeure (Page No. 09)	Allotment of flats/blocks in the BDA Housing Scheme is delayed for delay in obtaining decision/ clearance from any statutory body or due to any notice, order, rule or notification of the Govt., or any other public or competent Authority, or any other reason beyond the control of BDA and in any other aforesaid events, BDA shall be entitled to a extension to the time stipulated for delivery of possession of the asset. <u>The BDA also reserves the right to alter any terms or condition of allotment</u> as per the requirements arising such contingency or defer or suspend the scheme for such period as it may consider expedient and the <u>allottee in such an event shall not claim any compensation or damage of any nature whatsoever for such delay or suspension.</u>	The BDA, based on the approved plans and specifications, assures to hand over possession of the flat / apartment, unless there is delay or failure to hand over the possession of flat / apartment due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project (" Force Majeure "). However, in case of completion of the Project/ delivery of possession being delayed due to Force Majeure, the BDA shall be entitled to extension of time for delivery of possession of the flat / apartment.

Sl. No	Reference Clause No.	Existing Provisions	Revised Provisions
8	2 nd Para of Force Majeure (Page No. 09)	If for any reason whatsoever, BDA is not in a position to handover/ allot the asset to the allottees, the BDA shall refund the deposited amount, except the cost of Brochure cum Application form, in full without any interest.	If for any reason whatsoever, BDA is not in a position to handover/ allot the asset to the allottees, the BDA shall refund to the Allottee the entire amount received by the BDA from the allotment within 45 days from that date along with the interest accrued from the deposit made by the allottee.
9	Jurisdiction of Courts, (Page No. 09)	All disputes arising out of the matters relating to the allotment of the assets through lottery shall lie within the jurisdiction of the Civil Courts situated at Bhubaneswar.	All disputes arising out of the matters relating to the allotment of the flat / apartment through lottery shall lie within the jurisdiction of the Authority as provided in the RERA Act.

KKS dm
Secretary, BDA
15/09